

AO 120 (Rev. 2/99)

TO: Mail Stop 8 Director of the U.S. Patent & Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been

 filed in the U.S. District Court Northern District of California on the following ☐ Patents or ☐ Trademarks:

DOCKET NO. CV 09-03524 JL	DATE FILED 7/31/09	U.S. DISTRICT COURT Northern District of California, San Francisco Division
PLAINTIFF ENLINK GEOENERGY SERVICES INC.		DEFENDANT JACKSON AND SONS DRILLING AND PUMP INC.
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 6,455,219		
2 7,093,657		
3 7,270,182		
4		
5		

In the above—entitled case, the following patent(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK Richard W. Wicking	(BY) DEPUTY CLERK Gloria Acevedo	DATE August 6, 2009
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Copy 1—Upon initiation of action, mail this copy to Commissioner Copy 3—Upon termination of action, mail this copy to Commissioner
 Copy 2—Upon filing document adding patent(s), mail this copy to Commissioner Copy 4—Case file copy

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18 Attorneys for Plaintiff,
19 ENLINK GEOENERGY SERVICES, INC

20 UNITED STATES DISTRICT COURT
21 NORTHERN DISTRICT OF CALIFORNIA

22 ENLINK GEOENERGY SERVICES
23 INC.

24 Plaintiffs,

25 vs.

26 JACKSON & SONS DRILLING &
27 PUMP, INC., JAMES D. JACKSON,
28 SONIC DRILL CORPORATION, SONIC
DRILLING, LTD., and RAY ROUSSY,

Defendants.

CASE NO. 09 35241

COMPLAINT FOR PATENT
INFRINGEMENT

(DEMAND FOR JURY TRIAL)

Plaintiff EnLink Geoenergy Services, Inc. ("EnLink") brings this action for patent infringement against Defendants Jackson & Sons Drilling & Pump, Inc. ("Jackson Drilling"), James D. Jackson ("Jackson"), Sonic Drill Corporation ("Sonic"), Sonic Drilling, Ltd. ("Sonic

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JL

Canada”) and Ray Roussy (“Roussy”) (collectively, the “Defendants”) as follows:

PARTIES

1. Plaintiff EnLink is a Delaware corporation with its principal place of business in Rancho Dominguez, California. EnLink is a worldwide innovator in the development, design, and installation of geothermal heat pumps (GHP) and earth heat exchangers (EHX). GHP is widely acknowledged to be among the most efficient and effective HVAC technologies available today in the marketplace and EnLink uses proprietary EHX installation technologies to improve the cost-effectiveness of GHP solutions with minimum capital, operation, and maintenance expenditures.

2. EnLink is informed and believes, and on that basis alleges, that Defendant Jackson & Sons Drilling Pump, Inc. (“Jackson Drilling”) is an Ohio Corporation with its principal place of business at 3401 State Route 13, Mansfield, Ohio 44904-9394, and may be served through its registered agent, James D. Jackson, at that address. En Link is informed and believes that Defendant Jackson Drilling has conducted business in this District.

3. EnLink is informed and believes, and on that basis alleges, that Defendant James D. Jackson (“Jackson”) is an individual residing at 12965 Trimble Rd., Apt. 223, Mansfield, Ohio 44909. EnLink is informed and believes that Defendant Jackson is the president of Jackson Drilling and has conducted business in this District on behalf of Jackson Drilling.

4. EnLink is informed and believes, and on that basis alleges, that Defendant Sonic Drill Corporation (“Sonic”) is a Nevada Corporation with its principal place of business at 114 West Magnolia Street, Suite #400-120, Bellingham, Washington 98225, and may be served through its registered agent, Susan Pagels, 208 W. Illinois, Bellingham, Washington 98227. EnLink is informed and believes that Sonic has sold equipment to Jackson Drilling that was used in this District.

5. EnLink is informed and believes, and on that basis alleges, that Defendant Sonic Drilling, Ltd. (“Sonic Canada”) is a Canadian Corporation with its principal place of business at 12055-102 Avenue, Surrey, British Columbia, Canada V3V 3C5, and may be served in

1 accordance with the Hague Convention. EnLink is informed and believes that Sonic Canada has
2 sold equipment to Jackson Drilling that was used in this District.

3 6. EnLink is informed and believes, and on that basis alleges, that Defendant Ray
4 Roussy ("Roussy") is a Canadian citizen residing at 12491 57A Ave., Surrey, British Columbia,
5 Canada V3X 2S6, and may be served in accordance with the Hague Convention. EnLink is
6 informed and believes that Defendant Roussy is the president of Sonic and Sonic Canada.
7 EnLink is informed and believes that Roussy has conducted business in this District on behalf of
8 Sonic and/or Sonic Canada.

9 JURISDICTION AND VENUE

10 7. This court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§
11 1331, 1332 and 1338, in that this is a civil action for patent infringement arising under the Patent
12 Laws of the United States, Title 35, United States Code, and the parties are citizens of different
13 states. This court has personal jurisdiction over the Defendants because the Defendants regularly
14 do business in this District, the Defendants have committed acts of patent infringement in this
15 District, and/or the Defendants have actively induced and/or contributed to acts of patent
16 infringement that took place in this District.

17 8. Venue is proper in this district under 28 U.S.C. §§ 1391(b), (c), and (d) and
18 1400(b) because the Defendants are subject to personal jurisdiction in this district, Defendants
19 reside or may be found in this District, Defendants are aliens, Defendants have committed acts of
20 patent infringement in this District, and/or Defendants have actively induced and/or contributed to
21 acts of patent infringement that took place in this District. The individual Defendants exercised
22 ownership, control, and active management of their respective companies sufficient to find venue
23 in this District.

24 FIRST CAUSE OF ACTION

25 **Patent Infringement -- U.S. Patent No. 6,955,219**

26 9. Plaintiff incorporates the allegations set forth in paragraphs 1 through 8 of this
27 Complaint as though fully set forth herein.
28

1 10. On October 18, 2005, the Patent and Trademark Office (the "PTO") duly issued to
2 Howard E. Johnson, Jr., United States Letters Patent No. 6,955,219 (the "'219 Patent"), entitled
3 "Earth Loop Installation with Sonic Drilling," a true and correct copy of which is attached hereto
4 as Exhibit A. Mr. Johnson assigned the '219 Patent to EnLink.

5 11. In violation of 35 U.S.C. § 271(a), Defendant Jackson Drilling has offered for sale,
6 sold, and performed in the United States methods that infringe one or more claims of the '219
7 Patent.

8 12. In violation of 35 U.S.C. § 271(b), Defendants Jackson, Sonic, Sonic Canada, and
9 Roussy have actively induced Defendant Jackson Drilling to infringe one or more claims of the
10 '219 Patent.

11 13. In violation of 35 U.S.C. § 217(c), Defendants Sonic, Sonic Canada, and Roussy
12 have offered for sale, sold, and imported into the United States material and apparatus for use in
13 practicing one or more claims of the '219 Patent, knowing the same to be especially made and/or
14 adapted for use in an infringement of the '219 Patent.

15 14. On information and belief, Defendants knew of and willfully and deliberately
16 infringed the '219 Patent.

17 15. EnLink has suffered damages in excess of \$75,000 resulting from Defendants' acts
18 of infringement, in an amount to be determined according to proof.

19 16. EnLink has suffered and will continue to suffer serious irreparable injury unless
20 Defendants' infringement of the '219 Patent is enjoined.

21 **SECOND CAUSE OF ACTION**

22 **Patent Infringement -- U.S. Patent No. 7,093,657**

23 17. Plaintiff incorporates the allegations set forth in paragraphs 1 through 8 of this
24 Complaint as though fully set forth herein.

25 18. On August 22, 2006, the Patent and Trademark Office (the "PTO") duly issued to
26 Howard E. Johnson, Jr., United States Letters Patent No. 7,093,657 (the "'657 Patent"), entitled
27 "Earth Loop Installed with Sonic Apparatus," a true and correct copy of which is attached hereto
28

1 as Exhibit B. Mr. Johnson assigned the '657 Patent to EnLink.

2 19. In violation of 35 U.S.C. § 271(a), Defendant Jackson Drilling has offered for sale,
3 sold, and performed in the United States methods that infringe one or more claims of the '657
4 Patent.

5 20. In violation of 35 U.S.C. § 271(b), Defendants Jackson, Sonic, Sonic Canada, and
6 Roussy have actively induced Defendant Jackson Drilling to infringe one or more claims of the
7 '657 Patent.

8 21. In violation of 35 U.S.C. § 217(c), Defendants Sonic, Sonic Canada, and Roussy
9 have offered for sale, sold, and imported into the United States material and apparatus for use in
10 practicing one or more claims of the '657 Patent, knowing the same to be especially made and/or
11 adapted for use in an infringement of the '657 Patent.

12 22. On information and belief, Defendants knew of and willfully and deliberately
13 infringed the '657 Patent.

14 23. EnLink has suffered damages in excess of \$75,000 resulting from Defendants' acts
15 of infringement, in an amount to be determined according to proof.

16 24. EnLink has suffered and will continue to suffer serious irreparable injury unless
17 Defendants' infringement of the '657 Patent is enjoined.

18 **THIRD CAUSE OF ACTION**

19 **Patent Infringement -- U.S. Patent No. 7,270,182**

20 25. Plaintiff incorporates the allegations set forth in paragraphs 1 through 8 of this
21 Complaint as though fully set forth herein.

22 26. On September 18, 2007, the Patent and Trademark Office (the "PTO") duly issued
23 to Howard E. Johnson, Jr., United States Letters Patent No. 7,270,182 (the "'182 Patent"),
24 entitled "Earth Loop Installed with Sonic Apparatus," a true and correct copy of which is attached
25 hereto as Exhibit C. Mr. Johnson assigned the '182 Patent to EnLink.

26 27. In violation of 35 U.S.C. § 271(a), Defendant Jackson Drilling has offered for sale,
27 sold, and performed in the United States methods that infringe one or more claims of the '182
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1 Patent.

2 28. In violation of 35 U.S.C. § 271(b), Defendants Jackson, Sonic, Sonic Canada, and
3 Roussy have actively induced Defendant Jackson Drilling to infringe one or more claims of the
4 '182 Patent.

5 29. In violation of 35 U.S.C. § 217(c), Defendants Sonic, Sonic Canada, and Roussy
6 have offered for sale, sold, and imported into the United States material and apparatus for use in
7 practicing one or more claims of the '219 Patent, knowing the same to be especially made and/or
8 adapted for use in an infringement of the '219 Patent.

9 30. On information and belief, Defendants knew of and willfully and deliberately
10 infringed the '219 Patent.

11 31. EnLink has suffered damages in excess of \$75,000 resulting from Defendants' acts
12 of infringement, in an amount to be determined according to proof.

13 32. EnLink has suffered and will continue to suffer serious irreparable injury unless
14 Defendants' infringement of the '219 Patent is enjoined.

15 **FOURTH CAUSE OF ACTION**

16 **Injunctive Relief Under California Contractor's State License Law**

17 33. Plaintiff incorporates the allegations set forth in paragraphs 1 through 8 of this
18 Complaint as though fully set forth herein.

19 34. EnLink is a licensed contractor in California within the meaning of the California
20 Contractor's State License Law, Cal. Bus. & Prof. Code § 700 et. seq. EnLink holds License No.
21 845741 with classifications C57 (Well Drilling (Water)), C20 (Warm-Air Heating, Ventilating,
22 and Air-Conditioning), and A (General Engineering Contractor).

23 35. Enlink is informed and believes and thereupon alleges that Defendant Jackson
24 Drilling is at least in violation of Cal. Bus. & Prof. Code §§ 7115 and 7117 by committing a
25 continuing violation of the California Contractor's State License Law. Among other things,
26 Defendant Jackson Drilling has bid on a contract without a license, held itself out as a contractor
27 when performing work without a license, and performed work in the name of a licensed
28

1 contractor that was not Defendant Jackson Drilling.

2 36. Under California law, any licensed contractor may seek to enjoin the continued
3 illegal activity of any entity committing a continuing violation of the California Contractor's State
4 License Law. Cal. Bus. & Prof. Code § 7028.4.

5 37. Therefore, pursuant to Section 7028.4 of the California Business and Professions
6 Code, Plaintiff seeks and is entitled to have the Court enjoin Defendant Jackson Drilling's
7 continued violations of the California Contractor's State License Law.

8 WHEREFORE, Plaintiff EnLink respectfully requests that this Court enter judgment in its
9 favor and against the Defendants and grant the following relief:

10 A. A judgment that the Defendants has infringed the '219, the '657, and the '182
11 Patents in violation of 35 U.S.C. §§ 271(a), (b), and (c);

12 B. A judgment that the Defendants' infringement of the '219, the '657, and the '182
13 Patents has been willful and deliberate;

14 C. A judgment that Defendant Jackson Drilling is in violation of Cal. Bus. & Prof.
15 Code §§ 7115 and 7117;

16 D. A permanent injunction, pursuant to 35 U.S.C. § 283, enjoining the Defendants,
17 and all persons in active concert or participation with them, from any further acts of infringement,
18 inducement of infringement, or contributory infringement of the '219, the '657, and the '182
19 Patents;

20 E. An order, pursuant to 35 U.S.C. § 284, awarding Plaintiffs damages adequate to
21 compensate Plaintiffs for Defendants' infringement of the '219, the '657, and the '551 Patents, in
22 an amount to be determined at trial, but in no event less than a reasonable royalty;

23 F. An order, pursuant to 35 U.S.C. § 284, and based on Defendants' willful and
24 deliberate infringements of the '219, the '657, and the '551 Patents, trebling all damages awarded
25 to Plaintiffs;

26 G. An order, pursuant to 35 U.S.C. § 284, awarding to Plaintiffs interest on the
27 damages and costs incurred in this action;
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1 H. An order, pursuant to 35 U.S.C. § 285, finding that this is an exceptional case and
2 awarding to Plaintiffs any reasonable attorneys' fees incurred in this action;

3 I. An order, pursuant to California Contractor's State License Law, Cal. Bus. & Prof.
4 Code § 7028.4, enjoining Defendant Jackson Drilling from continued violations of the California
5 Contractor's State License Law; and

6 J. Such other and further relief as this Court may deem just and proper.
7

8 DATED: July 31, 2009

BAKER BOTTS, LLP

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10 

By: KEVIN CADWELL (SBN 229404)
JAMES W. CANNON (TX SBN 03746600)
KEVIN MEEK (TX SBN 13899600)
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(pro hac vice applications forthcoming)

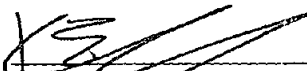
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14 Attorneys for Plaintiff,
15 ENLINK GEOENERGY SERVICES, INC.

16 **DEMAND FOR JURY TRIAL**

17 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff, EnLink
18 Geoenergy Services, Inc., demands a trial by jury of all claims and issues triable as of right by
19 jury in this action.
20

21 DATED: July 31, 2009

BAKER BOTTS, LLP

22
23 

By: KEVIN CADWELL (SBN 229404)

24 Attorneys for Plaintiff,
25 ENLINK GEOENERGY SERVICES, INC.
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27
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